

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“this Agreement”) is made and entered into by and between the Plaintiffs in *Jamal Samaha, Lauren Coleman, Jordan Meyer, Andy Delany, Mary Grace, Bonnie Brown, and Jonathan Mason, individually and on behalf of all others similarly situated, v. The City of Minneapolis; Minneapolis Police Lieutenant Robert Kroll, in his individual capacity; Major Joseph Dwyer, in his individual capacity; Officer Samantha Belcourt, in her individual capacity; Officer George Peltz, in his individual capacity; Officer Sergio Villegas, in his individual capacity; Officer Toua Yang, in his individual capacity; and John Does 1-100, in their official and individual capacities, Case No: 20-cv-1715 (KMM/DTS) (“the Samaha Action”); and Nekima Levy Armstrong, Marques Armstrong, Terry Hempfling, Rachel Clark, and Max Fraden, on behalf of themselves and other similarly situated individuals v. City of Minneapolis; Minneapolis Chief of Police Medaria Arradondo in his official capacity; Minneapolis Police Lieutenant Robert Kroll, in his and official capacity; and John Does 1-2, in their individual and official capacities, Case No: 20-CV-01645 (KMM-DTS) (“the Armstrong Action”); (Collectively “Plaintiffs” and “Actions”) and Robert Kroll (“Kroll”). Plaintiffs and Kroll are at times collectively referred to in this Agreement as the “Parties” and may each individually be referred to as a “Party.” The effective date of this Agreement is the date that the last Party signs the Agreement.*

RECITALS

WHEREAS, Plaintiffs in the *Samaha* Action have asserted claims against Kroll;

WHEREAS, Plaintiffs in the *Armstrong* Action have asserted claims against Kroll;

WHEREAS, Kroll denies any and all claims of wrongdoing that have been asserted against him in the Actions;

WHEREAS, the Parties have agreed, in the interests of settlement and compromise, in order to avoid the expense and inconvenience of litigation, to resolve any and all disputes of whatever kind between them amicably, to terminate the Actions, and to avoid any future litigation between them; and

WHEREAS, the Parties have agreed to memorialize the material terms of their agreement in this Agreement.

NOW THEREFORE, in consideration of the recitals, terms, mutual releases and promises contained in this Agreement, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

1. Employment as a Peace Officer: Kroll shall not serve as a Licensed Peace Officer in any law enforcement agency anywhere in the Minnesota counties of Hennepin, Ramsey and Anoka for the next ten (10) years.
2. Leadership in a Law Enforcement Agency: Kroll shall not serve in a leadership role in any law enforcement agency anywhere in the Minnesota counties of Hennepin, Ramsey and Anoka for the next ten (10) years.

3. Minnesota POST Board: Kroll shall not serve as a Board Member, Director, Officer, or Staff Member or member of an advisory committee of the Minnesota Board of Peace Officer Standards and Training for the next ten (10) years.
4. Agreement to appear at trial: Kroll will not object to a subpoena from Plaintiffs or their counsel, and he will appear to provide testimony in any trial in the Action;
5. Dismissal: Plaintiffs will dismiss with prejudice their claims against Kroll in the Action. Within two business days Kroll's execution of this Agreement, Plaintiffs shall file a notice of dismissal with prejudice of their claims against Kroll in the Action;
6. Mutual Releases: The parties agree to mutual releases in this matter. Specifically:
 - a. Release of claims by Plaintiffs:
 - i. By executing this Agreement, Plaintiffs, for themselves, any member of their families, and all persons acting by or through them, including their heirs, estate, agents, attorneys, representatives, personal representatives, indemnitors, executors, administrators, successors and assigns, hereby absolutely, irrevocably and unconditionally release, acquit and forever discharges Kroll and his heirs, estates, agents, attorneys, representatives, personal representatives, indemnitors, executors, administrators, successors and assigns, and their respective business enterprises, of and from any and all civil and criminal claims for relief, actions, causes of action, suits, debts, judgments, executions, demands, liabilities, obligations, costs, expenses, attorneys' fees, damages, and other claims of every kind and nature whatsoever, related to the events, acts, conduct or omissions alleged in the Actions, from the beginning of time until the date on which the last of the Parties executes this Agreement, whether in law or equity, contract, tort or statute, liquidated or unliquidated, absolute or contingent, suspected or unsuspected, known or unknown, anticipated or unanticipated, and whether asserted or unasserted in the Actions.
 - ii. The claims described in subsection 6(a)(i), above, shall include by way of example and without limitation all past, present and future claims that were or could have been asserted in the Actions.
 - iii. Notwithstanding the above, nothing in this Section shall be construed to impair, limit, reduce, alter, or affect the Plaintiffs' rights or claims under this Agreement, claims based solely on future conduct, or claims that cannot be waived as a matter of law, all of which remain in effect and are not released in this Agreement.

b. Release of claims by Kroll:

- i. By executing this Agreement, Kroll, for himself, any member of his family, and all persons acting by or through him, including his heirs, estate, agents, attorneys, representatives, personal representatives, indemnitors, executors, administrators, successors and assigns, hereby absolutely, irrevocably and unconditionally releases, acquits and forever discharges Plaintiffs and their heirs, estates, agents, attorneys, representatives, personal representatives, indemnitors, executors, administrators, successors and assigns, and their respective business enterprises, of and from any and all civil and criminal claims for relief, actions, causes of action, suits, debts, judgments, executions, police reports, demands, liabilities, obligations, costs, expenses, attorneys' fees, damages, and other claims of every kind and nature whatsoever, related to the events, acts, conduct or omissions alleged in the Actions, from the beginning of time until the date on which the last of the Parties executes this Agreement, whether in law or equity, contract, tort or statute, liquidated or unliquidated, absolute or contingent, suspected or unsuspected, known or unknown, anticipated or unanticipated, and whether asserted or unasserted in the Actions.
- ii. Notwithstanding the above, nothing in this Section shall be construed to impair, limit, reduce, alter, or affect Kroll's rights or claims under this Agreement, claims based solely on future conduct, or claims that cannot be waived as a matter of law, all of which remain in effect and are not released in this Agreement.

7. No Promises or Inducements; Entire Agreement: The Parties represent that no promises, inducements, or agreements not herein expressed have been made to either of them outside the terms of this Agreement, and that this Agreement contains the entire agreement between the Parties.
8. Modification and Waiver: This Agreement shall not be modified or amended except by a written instrument signed by the Parties. In addition, no waiver of any provision of this Agreement shall be binding unless set forth in a writing signed by the Party effecting the waiver. Any waiver shall be limited to the circumstances or event specifically referenced in the written waiver document.
9. Governing Law: The Parties agree that Minnesota substantive law shall apply to this Agreement.
10. Headings; Counterparts; No Scrivener:
 - a. The headings of this Agreement are for convenience or reference only and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

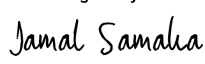
- b. This Agreement may be signed in counterparts, and each counterpart, when signed, shall have the effect of a signed original. Photographic or electronic copies of signed counterparts may be used in lieu of the originals for any purpose.
- c. The Parties agree that this Agreement has been drafted by each of them and that to the extent that it is subsequently reviewed by a court or arbitrator, it shall not be deemed to have been drafted by one or the other, and, therefore, shall not be interpreted or construed for that reason against or in favor of any Party.

THE UNDERSIGNED PARTIES ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL TERMS AND CONDITIONS OF THIS AGREEMENT; THAT THEY HAVE BEEN REPRESENTED BY THEIR OWN LEGAL COUNSEL IN CONNECTION WITH THIS MATTER; THAT THEY HAVE CONSULTED WITH THEIR OWN LEGAL COUNSEL BEFORE SIGNING THIS AGREEMENT; AND THAT THEY KNOWINGLY AND FREELY AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

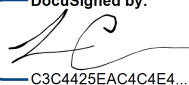
Dated:


 Robert Kroll


Dated: 2/13/2023

DocuSigned by:

 04F7840E941E463...
 Jamal Samaha

Dated: 2/9/2023

DocuSigned by:

 C3C4425EAC4C4E4...
 Lauren Coleman

Dated: 2/14/2023

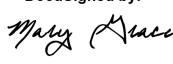
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 Jordan Meyer

Dated: 2/10/2023

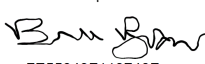
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 Andy Delany

Dated: 2/13/2023

DocuSigned by:

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 Mary Grace

Dated: 2/9/2023

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 Bonnie Brown

Saved



Dated:

Mary Grace

Dated:

Bonnie Brown

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Dated:

Jonathan Mason

Dated:



Nekima Levy Armstrong

Dated:



Marques Armstrong

Dated:

Terry Hempfling

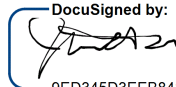
Dated:

Rachel Clark

Dated:

Max Fraden

Dated: 2/16/2023

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Jonathan Mason


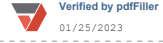
Dated:

Nekima Levy Armstrong

Dated:

Marques Armstrong

Dated: 01/25/2023

 
Terry Hempfling

Dated:

Rachel Clark

Dated:

Max Fraden

Dated:

Jonathan Mason

Dated:

Nekima Levy Armstrong

Dated:

Marques Armstrong

Dated:

Terry Hempfling

Dated: 1/31/23

Rachel Clark

Rachel Clark

Dated:

Max Fraden

Dated:

Jonathan Mason

Dated:

Nekima Levy Armstrong

Dated:

Marques Armstrong


Dated:

Terry Hempfling

Dated:

Rachel Clark

Dated:

 *MAX FRADEN*

Max Fraden